

## Standard Terms and Conditions

### 1. Definitions

In these Terms of Business, the following definitions apply:

“Assignment”	Means the period during which the company is contracted to supply services to the client.
“Consultant”	Means an employee or director of the company;
“Client”	Means the person, firm or company to whom the services are supplied;
“Company”	Means SZ Compliance Consulting Ltd of The Enterprise Hub, Unite 20, 60 Carlisle Road, Bradford BD88BD;
“Employment Business”	Means a business as defined by the Employment Agencies Act 1973
“Engagement Letter”	Means a letter issued by the company prior to the commencement of any services pursuant to clause 2;
“Services”	Means the services as detailed in clause 2 below and in any engagement letter to define the scope of the work.

### 2. The Services

The company will provide the services described in its engagement letter (or such variations as may subsequently be agreed in writing between the parties).

The nature and content of any advice provided by the company and/or consultant will necessarily reflect the specific scope and limitations of its engagement, the amount and accuracy of information provided and the timescale within which the advice is required. If the client asks for advice in an abbreviated format or timescale, it accepts that it may not receive all the information it would have done had the company and/or consultant provided a full written report or had been able to perform the work without an abbreviated timescale.

The company and/or consultant will not normally seek to verify or check any information provided to it by the client, or by others on the client’s behalf and the client acknowledges that the company and/or consultant shall be entitled to rely on such information when performing obligations under the assignment.

The company and/or consultant shall be providing specific advice only for this assignment and for no other purpose. The company disclaims any responsibility for the use of its advice for a different purpose or in a different context.

The term of the assignment, the commencement date and any termination date shall be specified in the engagement letter but shall in any event be subject to termination in accordance with clause 11 below.

The company shall nominate an individual, such individual being an employee of the company, to provide the services and the identify of that individual shall be confirmed in the engagement letter.

For the avoidance of doubt the company is not an employment business; the company’s core business practice being the provision of consulting advice and assistance and not in the supply of work-seekers to client hirers (as defined in the Conduct of Employment Agencies and Employment Business Regulations 2003).

### 3. Client Responsibilities

In relation to all work undertaken in the provision of the services, the client shall do all things and provide all such information as is reasonable required by the company and or the consultant to provide the services in accordance with these terms and conditions. The company will not be responsible for any consequences arising out of the client being unable to fulfil his responsibility.

#### **4. Email Policy**

The company routinely communicates via email unless specifically requested not to do so or it is clearly in appropriate. The company's computer systems are regularly virus checked. Whilst the company shall use all reasonable endeavours to prevent the transmission of the client of known viruses, it should check all incoming electronic messages for viruses and use virus protection software to monitor files, electronic messages and their attachments to comply with Data Protection Legislation.

#### **5. Fees**

The company shall determine the level of fee to be charged to the client regarding the exact nature of the work to be undertaken. In determining such fee, the company may carry out a preliminary review of the client's requirements at a fixed fee. The fee will then be subject to review at regular intervals but no more frequently than quarterly. Save as otherwise provided for in the engagement letter, the standard fee shall be fixed monthly. The company's fees will be invoiced as provided for in the engagement letter and shall become due within fourteen days by BACS payment.

The company will also invoice the client for any material expenses incurred in the provision of the services, subject to having received prior authorisation from the client for such expenses to be incurred. For the avoidance of doubt this does not include travel to and from the client's offices.

The company reserves the right to charge compound interest on any overdue payments at the rate of 4% per annum above base rate from time to time of the Bank of England from the due date until payment is received.

#### **6. Data Protection**

The company confirms that it will take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to personal data and comply with any other obligations under the Data Protection Act 1988 (the "DPA"). All terms used in this section shall have the same meaning as in the DPA. The client will not by any act or omission put the company in breach of the DPA.

#### **7. Health and Safety**

The company acknowledges its statutory responsibility to co-operate with the client's health and safety requirements, provided it is given notice of these. Whilst on the client's premises the company's staff, agents and sub-contractors shall be afforded by the client the same protection for health and safety purposes as is due to its own employees. If the company is required by the client to enter premises of a third party the client will use reasonable efforts to ensure that the third party also affords such protection to the company's staff, agents and subcontractors as is due to its own employees. The company holds valid public liability insurance and expects the client to as well.

#### **8. Confidentiality**

Where the company and or the consultant receives confidential information, it shall take such steps as it, in good faith, thinks fit to preserve the confidential information from unauthorised disclosure or other misuse both during and after termination of the assignment. Save where there is specific agreement to the contrary, the company's client relationship with the client shall not be treated as confidential information and the company may disclose this fact to clients, prospective clients or other third parties.

The reports, letters, information and advice provided to the client by the company and or consultant during the assignment are given in confidence solely for the purpose of the assignment and are provided on the condition that the client undertakes not to disclose these, or any other confidential information made available to the client by the company and or consultant during the course of the assignment to any third party (being a party other than those to whom the report, letter, information or advice is addressed) without the company's prior written consent. Neither party will be prevented from disclosing confidential information:

- ❖ Which is or becomes public knowledge other than by a breach of an obligation of confidentiality;
- ❖ Which is or becomes known from other sources without restriction on disclosure; or
- ❖ Which is required to be disclosed by law or any professional or regulatory obligation.

### 9. Limitation of Liability

The client agrees that the company's liability in respect of breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with the assignment shall be limited in total to £500,000. (or, if greater, the total amount of the fees charged by the company to the client in relation to the assignment) to cover claims of any sort whatsoever (excluding interest and costs) arising out of or in connection with the assignment. This provision shall have no application to any liability for death or personal injury nor to any liability arising because of fraud on the company's part (or for which it is vicariously liable) nor to any liability, which cannot lawfully be excluded or limited.

### 10. Termination

The assignment may be terminated by either party giving the other one month's notice in writing.

### 11. Exclusion of Third Party Rights

Unless expressly provided in this agreement, no term of this agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

### 12. Force Majeure

Neither party shall be liable in any way for failure to perform, nor delay in performing, its respective obligations under the assignment if the failure or delay is due to causes outside the reasonable control of the party which has failed to perform.

### 13. Governing Law and Jurisdiction

The validity, construction and performance of this assignment shall be governed by English Law.

The Company: SZ Complaine Consulting Ltd	The Client:
Name of Person Signing: Shazia Zamir	Name of Person Signing:
Signature:	Signature:
Date:	Date: